

REMARKS

The application contains claims 2, 10-13 and 20, 22-24. With this amendment, claims 1, 3-9, 14-19, 21 and 25-27 have been canceled and claims 2, 10-12 and 24 have been amended. In view of the foregoing amendments and following remarks, Applicants respectfully request allowance of the application.

Double Patenting

Claim 2 stands provisionally rejected as unpatentable over co-pending Application Nos. 09/981,626, 09/981,645 and 09/981,637. Applicants note that the cited Applications have not yet issued as patents and have the same inventive entity as the present application. Applicants further note that this is a provisional rejection that does not require filing of a Terminal Disclaimer or other response unless the claims in one or more of the present and/or cited applications actually issue or are in condition for allowance and the provisional rejection is the sole remaining rejection in this application. Therefore, Applicants will respond further to this rejection when the rejection is no longer a provisional rejection.

Prior Art Rejections

Claims 2, 10-13 and 20-24 Define over Cornelius et al.

Claims 2, 10-13 and 20 and 22-24 stand rejected under 35 U.S.C. § 102(e) as being unpatentable over Cornelius et al. (U.S. Pat. No. 7,069,234). Applicants respectfully request withdrawal of this rejection because Cornelius et al. at least fails to teach or suggest all elements of independent claim 2.

Claim 2 recites:

A computerized system for facilitating transactions in goods, the system comprising:

means for allowing electronic procurement of a purchase order agreement between a seller and a buyer and relating to a transaction in one or more goods, and for electronically storing the purchase order agreement;

means for receiving and storing electronic evidence that the seller has performed in connection with fulfilling the seller's obligations as defined by the purchase order agreement;

means for electronically providing an opportunity for at least one of the seller and the buyer

to obtain, through the system, cargo insurance relating to the one or more goods to insure against risk of loss in connection with shipment of the one or more goods in accordance with the transaction, wherein the cargo insurance provides coverage over a specified period of time and insures against a risk of loss in relation to the one or more goods occurring at any time during shipment of the one or more goods from the seller to the buyer;

means for electronically evaluating whether the seller has complied with the seller's obligations as defined by the purchase order agreement; means for electronically providing a payment instruction if the seller has been evaluated to have complied with the seller's obligations as defined by the purchase order agreement;

means for receiving and storing electronic evidence that the buyer has made one or more payments in connection with fulfilling buyer's obligations as defined by the purchase order agreement;

means for determining, based upon one or more shipping terms comprising one or more Inco shipping terms agreed to by the seller and the buyer and electronically stored by the system, which one of the seller and the buyer bears a majority of the risk of loss for at least one of a greater amount of shipping distance and a greater amount of shipping time; and

means for automatically calculating a cargo insurance premium required to purchase the cargo insurance based upon information electronically stored in the system and comprising at least one of a location to be shipped from, a location to be shipped to, a means of shipment, and a party responsible for purchasing of the one or more goods.

The present invention, as described in the specification and as claimed, "provides a comprehensive, integrated, computerized system for facilitating transactions in goods or services" (Abstract). An aspect of the present invention enables the system to offer a "door to door" insurance policy – e.g., a single insurance policy that covers the shipped goods throughout the entire shipment process and shipment time (See paragraph 147 of the published application). In contrast, conventional trading systems typically require each party to a transaction to separately negotiate different insurance policies and to use other systems external to the trade system to facilitate these supplemental transaction requirements. The present invention obviates these burdensome requirements by providing the parties an opportunity to purchase insurance within the trade system based on an automatically calculated

premium for an insurance policy that covers the entire risk of loss associated with the goods and with the premium determined according to the buyer and seller's specific individual risks if so desired.

Cornelius et al. fails to teach or suggest numerous features of the comprehensive trading system of the present invention. In particular, Cornelius et al. fails to teach or suggest at least the following as recited in claim 1:

means for electronically providing an opportunity for at least one of the seller and the buyer to obtain, through the system, cargo insurance relating to the one or more goods to insure against risk of loss in connection with shipment of the one or more goods in accordance with the transaction, wherein the cargo insurance provides coverage over a specified period of time and insures against a risk of loss in relation to the one or more goods occurring at any time during shipment of the one or more goods from the seller to the buyer

means for determining, based upon one or more shipping terms comprising one or more Incoterms shipping terms agreed to by the seller and the buyer and electronically stored by the system, which one of the seller and the buyer bears a majority of the risk of loss for at least one of a greater amount of shipping distance and a greater amount of shipping time

means for automatically calculating a cargo insurance premium required to purchase the cargo insurance based upon information electronically stored in the system and comprising at least one of a location to be shipped from, a location to be shipped to, a means of shipment, and a party responsible for purchasing of the one or more goods

The discussion on insurance in Cornelius et al. is limited to the following at col. 30, lines 45-46: "Insurance will be offered for shipping, warehousing, etc." This limited disclosure fails to teach or suggest at least the determination/allocation of risk features and automatic calculation of premium features recited in claim 2 and noted above. Accordingly, Applicants request that this rejection be reconsidered and withdrawn.

Applicants further note that Examiner's reliance on the case law cited on pages 4-5 is misplaced. The cases cited by the Examiner are limited to holdings regarding the patentability of printed matter per se. The Examiner has not clearly identified which features of claims 10-13, 20 and 22-24 are alleged to include mere printed matter. This is unsurprising, since none of the recited features of claims 10-13, 20 and 22-24 reasonably may be characterized as printed matter. Accordingly, Applicants believe the Examiner's reliance on the cited cases warrants no further response at this time.

Claims 10-13 and 20 and 22-24 depend from independent claim 2 and are allowable for at least the reasons applicable to claim 1 discussed above, as well as due to the features recited therein.

CONCLUSION

Applicants respectfully request entry of the above amendments and favorable action in connection with this application. The Office is hereby authorized to charge any additional fees or credit any overpayments under 37 C.F.R. 1.16 or 1.17 to Kenyon & Kenyon Deposit Account No. 11-0600. The Examiner is invited to contact the undersigned at (202) 220-4419 to discuss any matter concerning this application.

All claims are allowable. Allowance is solicited.

Respectfully submitted,
KENYON & KENYON LLP

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